

MARK ALL APPROPRIATE BOXES WITH AN "X"

RESERVATION AGREEMENT/APPLICATION
PHINMA PROPERTY HOLDINGS CORPORATION☐ BUYER'S COPY
☐ FILE COPY_____
(Project)

I/We _____, (the "BUYER"), of legal age, with address at _____ hereby offer/s to purchase from PPHC (the "SELLER"), and the SELLER hereby offers to sell to the BUYER the following property at the SELLER's housing project.

Summary herein:

☐ Phase _____, Block/Building _____, Lot/Cluster _____, Floor _____, Unit No. _____, with a lot/Floor area of _____ (_____) square meters, more or less (the "Unit");

☐ Parking Slot No. _____, with a lot area of _____ (_____) square meters, more or less (the "Parking Slot"); hereinafter, the "Property", subject to the following terms and conditions:

1. **TOTAL CONTRACT PRICE.** The BUYER hereby agrees to pay to the SELLER the Total Contract Price of _____ pesos (P _____) for the Property.
2. **RESERVATION FEE.** The BUYER hereby agrees to pay a non-refundable Total Reservation Fee of _____ pesos (P _____), which amount shall form part of the Total Contract Price. This amount includes the Conditional Reservation Fee of _____ pesos (P _____) paid by the BUYER on _____. In consideration for this Total Reservation Fee, the SELLER shall reserve the Property in the BUYER's name for a non-extendable period of thirty (30) calendar days from the date of payment of the Conditional Reservation Fee, or on _____ (hereinafter, the "Closing Date"), subject to the full payment of the Total Reservation Fee, when applicable, and submission of all necessary documents as provided in Paragraph 9 below.
3. **PROCESSING FEE.** Where applicable, the BUYER shall pay the Processing Fee of _____ pesos (P _____) which shall not be included in the Total Contract Price. The processing fee shall include all taxes and fees necessary to transfer title to the Property in the name of the BUYER including, but not limited to, documentary stamp tax, transfer tax, registration fees, and notarial fees.
4. **PARKING SLOTS.** The SELLER shall provide parking slots in accordance with applicable requirements of the HLURB, the Building Code and/or the local government. The BUYER is aware that the parking slots in the Project are limited and this Agreement does not automatically entitle the BUYER to any specific parking slot. In availing of a parking slot, the BUYER agrees to be governed by the rules and procedures established by the SELLER or its authorized representative.
5. **TERMS OF PAYMENT.** The BUYER, without need of demand or notice, shall strictly comply with the following:

METHOD OF PAYMENT:

☐ HDMF _____ ☐ Cash _____
☐ GSIS/SSS _____ ☐ In-House Financing _____
☐ Private Banks/Provident Account _____

TOTAL CONTRACT PRICE	P _____
LOANABLE AMOUNT (estimate)	P _____
EQUITY	P _____
Less: DISCOUNT	P _____
NET EQUITY	P _____
Add: PROCESSING FEE	P _____
TOTAL AMOUNT DUE	P _____

(Above figures are estimates only and are subject to change at the sole discretion of the SELLER upon the issuance of final Evaluation Sheet (ES) and amortization schedule, where applicable. The BUYER shall abide by, and pay the amounts indicated in the final Evaluation Sheet and Amortization Schedule).

6. **LOANABLE AMOUNT & EQUITY.** The "Loanable Amount" is an estimate of the total amount that the BUYER may borrow from the Home Development Mutual Fund (HDMF), Government Service Insurance System (GSIS), Social Security System (SSS), Private Bank or the SELLER, as the case may be, based on the BUYER's capacity to pay among others. The "Equity" is the Total Contract Price less the Loanable Amount. The SELLER may change the Loanable Amount and Equity based on the appraisal of the Property and credit evaluation by its Documentation Department. Any increase in the Equity shall be paid by BUYER in cash or in equal monthly installments, subject to interest rates prescribed by the SELLER, with the first installment due on or before the Closing Date. To secure and cover the payment of these installments, the BUYER shall deliver to the SELLER the required postdated checks on or before the Closing Date.
7. **INTEREST.** Any delay in any payment required in this Agreement shall be subject to three percent (3%) interest computed monthly on the amount due and unpaid, from the due date until fully paid. Any payments made by the BUYER shall first be applied to any outstanding interest, then to the principal.
8. **NON-REFUNDABILITY.** The BUYER is aware that in developing the Project, the SELLER incurs opportunity costs and costs of money, among others. Thus, any amounts paid to the SELLER shall be non-refundable, and the BUYER hereby waives any right or cause of action for the recovery thereof, provided the development of the PROJECT is not abandoned. The SELLER reserves the right to refund the reservation fees and/or any amounts paid to the SELLER in case the Project is not pursued for whatever reason.
9. **SUBMISSION OF REQUIRED DOCUMENTS.** The BUYER shall submit all loan application requirements contained in the checklist provided by the Documentation Department, on or before the Closing Date. The BUYER acknowledges that he/she has received this checklist and has read and understood its contents. The SELLER reserves the right to validate and evaluate all submitted documents, and, in the event of any adverse findings, may require any additional requirements from the BUYER, who agrees to submit the same.
10. **CONTRACT TO SELL/DEED OF ABSOLUTE SALE.** The BUYER shall execute with the SELLER a Contract to Sell and other documents governing the sale of the Property required by HDMF, GSIS or Private Bank, as the case may be, on or before the Closing Date. In case of cash sale, the SELLER and the BUYER shall execute Deed of Absolute Sale upon the full payment of the Total Contract Price.
11. **PLACE OF PAYMENT.** All payments shall be made in favor of PHINMA PROPERTY HOLDINGS CORPORATION. All payments and submission of other documents by the BUYER shall be made at the SELLER's office at 2nd Floor, PHINMA Properties Center, 29 EDSA, Mandaluyong City. Any payment or delivery made to brokers or agents shall be the BUYER's risk and shall not be recognized by the SELLER as valid payments or delivery, unless receipted, duly signed and/or machine-validated by the SELLER's duly authorized officer/cashier, in case of payments, or duly acknowledged in writing by the SELLER's duly authorized officer, in case of submission of documents.
12. **RESCISSION/CANCELLATION.** The SELLER shall have the right to extra-judicially rescind/cancel this Agreement and forfeit by way of liquidated damages the Reservation Fee (whether Total or Conditional) and other payments made, including any improvements made in the Property, by giving notice to the BUYER, in the event of any of the following:
 - a. Failure on the BUYER's part, for any reason, to pay any installment due as required and on schedule;
 - b. Failure on the BUYER's part to submit the required post-dated checks as payments for the BUYER's equity;
 - c. Dishonor of any check payment issued by the BUYER or return of such check/s to the SELLER unpaid for any reason whatsoever;
 - d. Failure on the BUYER's part to submit the executed Contract to Sell and complete loan documents within the thirty (30) calendar days period given to the BUYER;
 - e. Material misrepresentation on the BUYER's part;
 - f. Withdrawal of the BUYER from this Agreement for any reason whatsoever; or
 - g. Any violation by the BUYER of this Agreement.

The automatic rescission or cancellation shall be effected by the mere giving of notice of forfeiture and rescission to the BUYER at or addressed to the last known address of the BUYER, and the BUYER hereby waives any other requirement under the law. Upon such notice, the SELLER shall be free to offer the Property to third persons. The exercise by the SELLER of the remedy of rescission shall be without prejudice to the exercise of other remedies provided for under the law.
13. **NAME OF BUYER.** Any change in the name of the BUYER, including additional names, shall be deemed a transfer of ownership, and the BUYER shall be liable for any additional taxes and fees arising for such transfer, or any other taxes and fees as many thereafter be imposed if there are two or more persons appearing as BUYER in this Agreement, the term "BUYER" shall collectively be applied to all of them, and all such persons shall be solidarily liable for the obligations of the BUYER as provided herein.
14. **ALTERATIONS.** The BUYER understands that this Reservation is based on development plan subject to approval of the HLURB, and preliminary layouts, and therefore said plans, specifications, commercial zoning and layouts may be altered by the HLURB and/or the SELLER without need of any notice to the BUYER. In case the development plans are altered by the HLURB, or there are changes in the layout of the Project, the SELLER reserves the right to require the BUYER to select a unit and/or parking slot other than the Property from among the units/parking slots available for sale, and the BUYER shall have no recourse other than to make such selection. In case of conflict with reservations of other buyers, priority shall be given to the BUYER who made the earliest reservation based on the date and time the reservations were accepted by the SELLER. The SELLER shall not be liable to the BUYER for any damage to the BUYER caused by or attributable to any change or alteration in the development plans and/or the layout of the Project.
15. **WAIVER OF INTEREST.** In case the SELLER is ordered by any court or administrative agency to refund any payments made to the BUYER, the BUYER hereby waives any interest and/or penalties due thereon, if such payment is made within fifteen (15) days from receipt of the order, notice, or decision to the SELLER.
16. **REPRESENTATIONS BY SELLER'S AGENT.** Any representation, warranty or guarantee made by any of the SELLER's authorized agents shall not be binding unless affirmed or confirmed in writing by the SELLER.

17. **CHANGE IN BUYER'S ADDRESS/NAME STATUS.** The SELLER shall not be responsible for missent notices due to wrong address stated in the BUYER's application or change in BUYER's address, name and/or status unless the BUYER informs the SELLER in writing of any changes in the BUYER's address, name, and/or status.
18. **LIMITATIONS ON THE USE OF UNITS.** No unit owner shall occupy or use the unit for any purpose other than it was originally intended. For the residential unit, it should be used exclusively and solely for residence or dwelling. The minimum number of occupants is limited to a maximum of six (6) persons.
19. **COLLECTION, PROCESSING AND DISCLOSURE OF INFORMATION.** I hereby consent and/or was authorized to give consent to the collection, processing, retention pursuant to the Data Privacy laws of the Philippines and disclosure of PHINMA Property Holdings Corporation (PPHC), of any personal, sensitive personal and privileged information relating to me, my spouse, my co-guarantor/mortgagor, third party mortgagor (s), for purposes of purchasing a property from PPHC and subsequent loan application thereto, or any or other future arrangements that I may have with PPHC, its subsidiaries and affiliates. I further consent to the collection, processing, retention sharing and disclosure of such personal, sensitive personal and privileged information by PPHC to its employees, agents, offices, subsidiaries, affiliates, accredited third parties/vendors and outsourced service providers, personal information processors, credit reporting or credit reference agencies, loan processors, banks or financial institutions, government offices/agencies, private regulatory organizations, condominium corporation, property administrator, construction/technical organization for purposes reasonably required by PPHC and by law. I will notify PPHC in writing if I do not consent to the sharing of the said information with its representative offices, subsidiaries, affiliates and agents or other persons or entities that PPHC may reasonably select. Lastly, I further recognize my right to information, access, correction, rectification, erasure of my personal, sensitive personal privileged information under the Data Privacy Act.

I agree to indemnify and hold free and harmless PPHC, its subsidiaries and affiliates, as well as any of its officers, directors and employees against losses, claims, damages, penalties, liabilities, choses of any actions and costs of any kind that may arise directly and indirectly from the execution of this consent.

I/We hereby certify that we have read the foregoing Agreement and have understood and accepted its contents. I/We also certify that all personal information provided herein are true and correct.

Buyer	TIN	Comm. Tax Cert. No.	Issued on/at
Spouse	TIN	Comm. Tax Cert. No.	Issued on/at
Broker's name	Agent's name	Accreditation No.	
Sale registered by	Commission (%) net of sale		
(FOR PPHC ONLY)			

Registration acknowledged by:

Sales Department

Registration Date & Time: _____